# RECENT CASES.

## CONTRACTS.

*Release of Surety on Supersedeas Bonds—Agreement for Settlement.—Jacksonville, M. & P. Ry. & Nav. Co.* v. *Hooper*, 85 Fed. Rep. 620.—A judgment was recovered against a railroad company, and pending proceedings to review the company paid to the plaintiff a sum in cash, and delivered certain bonds in escrow, on an agreement that, if the bonds should advance in market value to par within a year, they should be accepted by the plaintiff in full satisfaction of the judgment. They failed to reach the stipulated value and were tendered back. The proceedings in error were not dismissed, but resulted, after the expiration of the year, in an affirmance. *Held*, that such transaction did not discharge the sureties over defendant's supersedeas bond. Pardee, Circuit Judge, *dissented*, on the ground that the argument for delay between the principals released the sureties, unless it was done with their consent.

*Street Railroads—Transfers—Rights of Passengers.—Jenkins* v. *Brooklyn Heights R. Co.*, 51 N. Y. Supp. 216. A New York law compels certain companies to give transfers to their passengers for one continuous trip without extra charge. Under this law it is not a reasonable regulation for the company to adopt an arbitrary time limit within which such a transfer must be used and a person holding such a transfer is justified in waiting until a car comes along in which he can secure a seat.

*Injunction—Building Restrictions.—Alvord* v. *Fletcher*, 51 N. Y. Supp. 117. Two parcels of land were subject to the same covenant, which restricted the class of buildings to be erected thereon and their distance from the street. The fact that the owner of one of them is maintaining thereon a building which violates the covenant justifies the court in refusing him a preliminary injunction restraining the owner of the other parcel from committing a similar breach.

*Maritime Liens—Priority—Supplies.—The John G. Stevens*, 18 Sup. Ct. Rep. 544. A lien for damages on a tug for negligently allowing the tow to come into collision with another vessel will be given priority over a lien on the tug for supplies previously furnished. All interests existing at the time of the collision in the offending vessel—whether by way of part ownership, of mortgage, of bottomry bond, or of other maritime lien for repairs or supplies—arising out of contract with the owner of the vessel, are parts of the vessel herself, and as such are bound by and responsible for her wrongful acts. A suit by the owner of a tow against her tug for an injury to the tow by negligence on the part of the tug is a suit *ex delicto* and not *ex contractu*.

*Carriers of Goods—Freight.—Moran Bros. Co.* v. *No. Pac. R. R. Co.*, 53 Pac. Rep. (Wash.) 49. When a carrier demands a sum in excess of the sum due for freight charges, the consignee need not tender any sum before bringing suit (*Adams* v. *Clark*, 9 Cush. 215); also, if the carrier has negligently